

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 04-208**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

ONE (1) SCISSORS LIFT, ELECTRIC, AERIAL WORK PLATFORM

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, August 11, 2004, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified.

Company Name_____

Company Name _____

**PROPOSAL
SPECIFICATION NO. 04-208**

BID OPENING TIME: 12:00 NOON

DATE: Wednesday, August 11, 2004

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers ____ through ____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

THE REQUIREMENTS FOR:

PURCHASE OF ONE (1) SCISSORS LIFT, ELECTRIC, AERIAL WORK PLATFORM

BIDDING SCHEDULE

<u>Item</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total Price</u>
<u>BASE BID</u>				
1.	Scissors Lift, Electric, Aerial Work Platform	1	ea.	\$_____
	Manufacturer:_____			
	Model:_____			
<u>OPTIONS</u>				
2.	Welding package	1	ea	\$_____

BID SECURITY IN THE AMOUNT OF FIVE PERCENT (5%) OF TOTAL BID IS REQUIRED

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and completed authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL. MARK
OUTSIDE OF BID ENVELOPE: **SEALED BID FOR SPEC. # 04-208**

----- COMPANY NAME		----- By (Signature)
----- STREET ADDRESS OR P.O. BOX		----- (Print Name)
----- CITY, STATE	----- ZIP CODE	----- (Title)
----- TELEPHONE NO.	----- FAX NO.	----- (Date)
----- EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER		----- ESTIMATED DELIVER DAYS (after receipt of order)
----- TERMS OF PAYMENT		----- E-MAIL ADDRESS

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESS STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS. BID TABULATIONS CAN ALSO BE VIEWED ON OUR WEBSITE AT <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

**Technical Specifications
for
Scissors Lift, Electric, Aerial Work Platform**

1. GENERAL

- 1.1 This specification describes an electric powered, self propelled, scissors lift, aerial work platform
- 1.2 The scissors lift will be used in the City's Solid Waste Operation for performing building maintenance and other like applications where it is necessary to elevate personnel and tools safely.
- 1.3 The scissors lift will be used on work surfaces that include asphalt, concrete and graded soils.
- 1.4 The equipment being bid must meet or exceed all requirements, and shall be complete with all accessory and / or optional equipment specified.
- 1.5 Contact Ms. Karla Welding, Superintendent of Solid Waste Operations at (402) 441-7867 regarding these specifications.

2. SUPPLEMENTAL INSTRUCTIONS

- 2.1 Refer to Instructions to Bidders accompanying these specifications.
- 2.2 Bidders shall submit the following:
 - 2.2.1 A copy of these specifications with compliance marked "YES" or "NO" and with all additional information requested provided in the appropriate blanks.
 - 2.2.2 Manufacturer's literature fully describing the equipment, the specified features and all requested options.
 - 2.2.3 Complete details of standard warranties.

3. MODEL

- 3.1 Equipment must be new, 2004 or 2005 production year, and of the latest improved model under current production.
- 3.2 Acceptable manufacturer's and models include: **Genie GS2632, JLG 2630ES and SkyJack 3226.**
 - 3.2.1 Models listed are intended to show type and class of equipment desired.
 - 3.2.2 Bidders should not assume standard equipment meets all specifications.
 - 3.2.3 Bids for alternate equipment functionally equivalent to the above listed manufacturer(s) and model(s) will be given consideration.
 - 3.2.4 It is intended that alternate models have the same operating characteristics as the above listed manufacturer(s) and model(s), including operator controls, maneuverability, critical dimensions and general performance.
- 3.3 Equipment shall be in compliance with the ANSI A92.6 -1999, Self Propelled Elevating Platforms and any other recognized industry standard not referenced but in place at the time of manufacture.

Company Name_____

Meets Specifications		SPECIFICATION REQUIREMENT (indicate compliance by circling "yes" or "no" and provide information if requested)
		4. Performance Requirements
Yes	No	4.1 Platform height shall be a minimum of 25 feet, measured at the maximum elevation of the device, from the deck of the platform to the ground.
Yes	No	4.2 Capacity of the lift shall not be less than 500 pounds.
Yes	No	4.3 Capacity of the deck extension shall not be less than 250 pounds.
Yes	No	4.4 Lift shall be capable of drive motion when the platform is at full extension
Yes	No	4.5 Lift speed at full extension shall not exceed .5 mph.
Yes	No	4.6 Lift shall be capable of negotiating a 25% grade, minimum.
Yes	No	4.7 Overall width shall be 30" minimum and shall not exceed 32".
Yes	No	4.8 Ground clearance shall be 3.5" minimum and shall not exceed 6".
Yes	No	4.9 Length shall be 90" minimum and shall not exceed 96".
Yes	No	4.10 Inside turning radius shall be zero inches.
		5. Electrical Power Source
Yes	No	5.1 24 V DC system.
Yes	No	5.2 Four (4) 220 amp-hour maintenance free batteries.
Yes	No	5.3 Automatic, 20 amp battery charger, Silicon Controlled Rectifier (SCR) design.
Yes	No	5.4 Low voltage battery protection.
Yes	No	5.5 Swing out or slide out tray for easy access to batteries.
		6. Scissor Lift
Yes	No	6.1 Tubular steel construction.
Yes	No	6.2 Hydraulically actuated.

Company Name_____

Yes	No	6.3 All hoses, lines and wiring routed in a manner so as not to interfere with the scissors lift arms during elevation or retraction of the work platform.
Yes	No	6.4 Lubrication free pivot points.
		7. Work Platform
Yes	No	7.1 Solid steel or aluminum deck platform with slip resistant surface.
Yes	No	7.2 Welded tubular steel rails.
Yes	No	7.2.1 Fold down rails without need for tools.
Yes	No	7.3 Top rail, mid rail and kick panel.
Yes	No	7.3.1 6" kick panel height.
Yes	No	7.4 Platform end swing gate or removable end section.
Yes	No	7.5 Platform size shall be maximum allowable based on overall length and width dimensions and shall not be less than 28" x 84".
Yes	No	7.6 Platform equipped with deck extension.
Yes	No	7.6.1 Manual rollout.
Yes	No	7.6.2 36" length, minimum.
Yes	No	7.6.3 Rated capacity 250 pounds, minimum.
Yes	No	7.7 Designed for safe (slip resistant) and easy access / egress from the ground when the lift is in the stowed position.
		8. Controls
Yes	No	8.1 Proportional controls for drive and lift functions.
Yes	No	8.2 Electric over hydraulic system.
Yes	No	8.3 Joystick controlled for one handed operation.
Yes	No	8.4 Return-to-neutral positioning of the hydraulics when the joystick is released.
Yes	No	8.5 Motion cannot occur unless "trigger" switch is depressed by the operator.

Company Name_____

Yes	No	8.6 All motion of the unit automatically stopped when controls released.
Yes	No	8.7 Moveable, removable control console to allow for operation of the unit from the ground.
Yes	No	8.8 Weather resistant and impact resistant control console.
Yes	No	8.9 Keyed on/off switch.
Yes	No	8.10 All functions marked with permanent lettering and / or universal symbols.
Yes	No	8.11 Emergency stop switches at both platform and ground controls.
		9. Brakes
Yes	No	9.1 Brake system designed to provide smooth stops. Describe the brake system: _____ _____ _____ _____ _____
Yes	No	9.2 Brake system designed to hold unit stationary on a 25% grade, minimum.
Yes	No	9.3 Automatically applied upon release of the “trigger” switch on the joystick when the propel function is selected.
Yes	No	9.4 Automatically released upon depression of the “trigger” switch on the joystick when the propel function is selected.
Yes	No	9.5 Always applied when the lift function is selected.
		10. Tires
Yes	No	10.1 Solid, non-marking rubber.
Yes	No	10.2 Manufacturer’s recommended size.
		11. Steering

Company Name_____

Yes	No	11.1 Hydraulically powered. Describe steering system: _____ _____ _____
Yes	No	11.2 Inside turning radius, zero inches.
Yes	No	11.3 Front wheels only.
		12. Instruments
Yes	No	12.1 Easily visible to operator at ground level.
Yes	No	12.2 Battery condition meter or indicator.
Yes	No	12.3 Hour meter, sealed, with readout up to 9,999.9 hours.
		13. Hydraulic System
Yes	No	13.1 Size, type and capacity to perform all functions specified.
Yes	No	13.2 Sealed against contaminants.
Yes	No	13.3 Safety relief valve(s).
Yes	No	13.4 Replaceable hydraulic oil filter.
Yes	No	13.5 Feature built into system to prevent unrestricted descent of the platform following hydraulic failure.
Yes	No	13.6 Manual platform lowering valve.
Yes	No	13.7 Swing out or pull out compartment for easy accessibility.
		14. Drive System
Yes	No	14.1 Electric or hydraulic motors. Describe drive system: _____ _____ _____
Yes	No	14.2 Drives all four wheels.
Yes	No	14.3 Automatic traction control.
		15. Safety and Special Equipment

Company Name_____

Yes	No	15.1 Audible alarm system distinguishable from surrounding noise when unit is in motion (propel and lift).
Yes	No	15.2 Lanyard attachment points for safety harness.
Yes	No	15.3 Automatically activating pothole protection system.
Yes	No	15.4 Tie-down points for securing unit to trailer for transporting.
Yes	No	15.5 110 V GFI receptacle on work platform
Yes	No	15.6 Tilt alarm with propel / lift cutout to stop all motion.
Yes	No	15.7 Forklift pockets to lift from side and rear.
Yes	No	15.8 Lockout or brace to prevent descent of platform during maintenance activities.
		16. Markings
Yes	No	16.1 Permanent, weather resistant and visible when operating from the ground and from the platform.
Yes	No	16.2 Manufacturer installed identification markings to indicate: make, model, serial number, rated load capacity, and reach height, minimum.
Yes	No	16.3 Manufacturer installed markings describing the function of each control.
Yes	No	16.4 Manufacturer installed markings indicating hazards inherent in the operation of the unit.
Yes	No	16.5 Manufacturer installed markings indicating hazards for which protection is not provided.
Yes	No	16.6 Manufacturer installed markings indicating hazards resulting from improper use of the unit.
Yes	No	16.7 Electrical and crushing hazard warnings of sufficient size and placed so as to be visible from all sides of the unit to alert other persons in the general work area to the hazards.
		17. Paint
Yes	No	17.1 Manufacturer's recommended paint.
		18. Manuals

Company Name_____

Yes	No	18.1 Two (2) copies of the operators manual.
Yes	No	18.2 Two (2) copies of the parts manual.
Yes	No	18.3 Two (2) copies of the maintenance manual.
Yes	No	18.4 Additional information required if not contained in the operators or maintenance manuals.
Yes	No	18.4.1 Manufacturer's recommended preventive maintenance (service) intervals and description of service to be performed.
Yes	No	18.4.2 Manufacturer's recommended fluids, lubricants and their SAE / API equivalents.
Yes	No	18.4.3 Manufacturer's recommended replacement filter list.
		19. Warranty
Yes	No	19.1 Manufacturer's standard warranty against defects in material and workmanship
Yes	No	19.2 Manufacturer's standard warranty for parts and labor.
		20. Service
Yes	No	20.1 Authorized dealer within 75 miles of Lincoln, NE.
		Name / Location of authorized dealer (include phone number): _____ _____ _____
Yes	No	20.2 Factory trained personnel for warranty repairs.
		21. Training
Yes	No	21.1 Successful bidder shall provide a minimum of 4 hours of on-site instruction on safety, operation and preventive maintenance of the unit by a competent, factory trained technician at the time of delivery.
		21.2 Training shall include, but not be limited to:

Company Name_____

Yes	No	21.2.1 Review and demonstration of all modes of operation and specified functions.
Yes	No	21.2.2 Review of the operators manual, parts manual and maintenance manual.
Yes	No	21.2.3 Review of hazards associated with operation of the unit.
Yes	No	21.2.4 Review of manufacturer's recommended preventive maintenance tasks and prescribed intervals and troubleshooting procedures.
		22. Options
		22.1 Welding package. Provide full details with the bid documents.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.